



ICF KAISER ENGINEERS GROUP

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VIA TELECOPY AND OVERNIGHT MAIL

Ms. Sheila Migliarino
New Jersey Department of Environmental Protection
Bureau of Field Operations-Initial Notice Section
401 East State Street, 5th Floor
CN-435
Trenton, New Jersey 08625-0435

November 27, 1996

**RE: Hamilton Boulevard Street Facility
South Plainfield, NJ**

Dear Ms. Migliarino:

Enclosed you will find the Site Investigation report (SI) for the above-referenced facility. Our submission has been organized according to the following sections:

- 1.0 Background Information
- 2.0 Project Objective
- 3.0 Field Investigation
- 4.0 Quality Assurance and Quality Control Program
- 5.0 Analytical Results
- 6.0 Conclusions and Recommendations

Our submission has been presented below for New Jersey Department of Environmental Protection (NJDEP) review.

1.0 BACKGROUND INFORMATION

The South Plainfield Developing Company owned, and operated on, the Hamilton Boulevard Street Facility (the Site) between 1922 and 1924 (Figure 1). The Spicer Manufacturing Corporation then owned the Site between 1924 and 1929 before the property was acquired by the Plainfield Manufacturing Company. The Spicer Manufacturing Corporation continued to operate on-site between August 1934 and December 1934 when the property was purchased by Cornell-Dublier Electric Corporation. The Cornell-Dublier Electric Corporation maintained an electrical manufacturing operation until 1961 when the property was purchased by CRD Realty Corp. The CRD Realty Corp. operated the Site as a rental property until 1976 when CRD Realty formed Marco Investing Corp. The Marco Investing Corp. subsequently formed DSC of Newark Enterprises, Inc. in 1987. DSC currently owns the property (Figure 2).

The Site is bounded to the north and east by Conrail Railroad tracks and to the west by Hamilton Boulevard; vacant land is situated to the south, while a residential development is located further south. The Site is relatively flat with a slight slope north-

northeast towards Bound Brook. A review of the National Wetlands Inventory Map, Plainfield, NJ, indicated a small wetland area in the southeast corner of the property. The wetland was designated as a Broad-Leaved Deciduous Forested Wetland belonging to the Palustrine Ecological System (PF01).

The soils underlying the Site consist of the Ellington Variant-Urban Land Complex and the Reaville-Urban Land Complex. Based on a review of the Middlesex County Soil Survey, the Ellington Variant underlies the western portion of the Site and is the predominant soil type on-site. The soil consists of approximately twenty inches of brown sandy loam underlain by a yellowish-red, fine sandy loam to a depth of thirty-six inches, at which red shale bedrock is encountered. The Reaville soil covers a small section of the eastern portion of the Site and consists mainly of reddish-brown silt loam. Red shale bedrock is encountered at a depth of approximately twenty-eight inches. Both soil units are an Urban Land Complex and therefore may contain urbanized areas covered mainly by impervious surfaces such as concrete or asphalt. In addition, the Urban Land Complex also contains small areas of varying soil types as a result of regrading.

In May of 1995, ICF Kaiser completed a Preliminary Assessment (PA) report for the Site which identified several areas of environmental concern (AEC). AECs identified during the PA included:

- A. 125,000-gallon AST containing No. 2 fuel oil east of Building 11,
- B. A waste pile staged at the exterior of Building 14,
- C. Discolored areas of soil at the southern portion of the Site and the northeast portion of Building 10,
- D. Electrical transformers on the exterior of Buildings 15 and 18.

2.0 PROJECT OBJECTIVE

The focus of the investigation was to determine whether or not contaminants are present on the above-referenced Site at levels above the most stringent NJDEP Soil Cleanup Criteria. Based upon our review of the background information, our Site investigation consisted of the following:

1. Collection of four soil samples from the base of the 125,000-gallon AST. Each soil sample was analyzed for Total Petroleum Hydrocarbons (TPH). In accordance with the *Technical Requirements for Site Remediation*, 25% of the samples (one sample) was analyzed for Volatile Organic Compounds plus "a library search" (VOC + 10 *);
2. Collection of a composite soil sample from the waste pile staged adjacent to Building 14. This soil pile was generated during the cleanup of a previous petroleum release. The composite sample was analyzed for Full Toxic Characteristic Leaching Procedure (TCLP), Resource Conservation and Recovery Act (RCRA) Characteristics, Total Petroleum Hydrocarbon (TPH), and Polychlorinated Biphenyls (PCB);

*The sample selected for VOC + 10 analysis was biased to the highest TPH concentration.

3. Collection of soil samples from the oil-stained areas present in the southern portion of the Site and the northeast end of Building 10. Both affected areas are less than 900 square feet. In accordance with the *Technical Requirements for Site Remediation*, one sample from each AEC was collected and analyzed for Total Petroleum Hydrocarbons (TPH) and Polyaromatic Hydrocarbons (PAH);
4. Review of background information to determine if the electrical transformers located along the exterior of Buildings 15 and 18 contain PCBs; and
5. Evaluation of the data collected from the Site investigation to determine whether or not a remedial investigation was warranted.

The Site investigation involved soil sampling and laboratory analysis to assess if the Site's soils have been impacted by past or present operations. Laboratory analysis was performed by Envirotech Research Inc. (Certification No. 12543), in conformance with the Environmental Protection Agency (EPA) and SW-846 methodologies. Soil samples were collected in accordance with the requirements specified in the *Technical Requirements for Site Remediation*.

3.0 FIELD INVESTIGATION

A total of nine soil samples were collected during the Site investigation (Figure 2). Soil sampling locations, designations, sampling depths, and analysis are summarized in Table 1.

Table 1

Sample Location	Sample Designation	Depth (ft)	Analysis Required
125,000-gallon AST	AST-01	0 - 0.5	PP VOA, TPH
	AST-02	0 - 0.5	TPH
	AST-03	0 - 0.5	TPH
	AST-04	0 - 0.5	TPH
	AST-01-DUP	0 - 0.5	PP VOA, TPH
Waste pile adjacent to Building 14	WP-01	0 - 0.5	Full TCLP, RCRA, PCB, TPH
Discolored soil in the southern portion of the Site	DS-01	0 - 0.5	PAHs, TPH
	DS-02	0 - 0.5	PAHs, TPH
	DS-02-DUP	0 - 0.5	PAHs, TPH

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The objective of the QA/QC program was to ensure that technical data gathered during the Site investigation were accurate, representative, and legally defensible. Protocols

as defined by the NJDEP, were utilized to ensure that the quality and integrity of all data was maintained.

The field QA/QC program consisted of field documentation procedures, maintenance of chain-of-custody, and QA/QC sampling, as discussed below. The QA/QC program was performed in accordance with the requirements specified in NJDEP's *Field Sampling Procedures Manual* (May 1992).

4.1 Decontamination of Sampling Equipment

The following procedures were employed to clean the plastic trowels before sample collection:

- a non-phosphate detergent scrub,
- tap water rinse,
- distilled water rinse.

Equipment was air dried and wrapped with aluminum foil. A new trowel was used for each sample collected to avoid cross contamination.

4.2 Laboratory QA/QC

Laboratory QA/QC procedures specified by Envirotech Research's quality assurance procedures manual were in accordance with NJDEP requirements.

4.3 Chain-of-Custody Procedures

Chain-of-Custody (COC) procedures are intended as a legal record of possession of the sample. The COC was initiated at the lab upon sample container receipt, it will remain with the sample at all times and bear the name of the person assuming responsibility for the samples. This person was tasked with assuring secure and appropriate handling of the bottles and samples. When the form was completed, it indicated sample custody/accountability from the laboratory to the field and back to the laboratory.

In order to ensure that the proper analyses was performed on the samples, additional information was included in the COC:

- Identification of samples by number,
- Location and time of sample collection, and
- Desired analysis.

5.0 ANALYTICAL RESULTS

5.1 125,000-gallon AST

Each soil sample was analyzed for Total Petroleum Hydrocarbons (TPH), with one sample selected for VOC + 10 analysis biased to the highest TPH concentration. Three of the four samples analyzed for TPH ranged from 160 mg/kg to 422 mg/kg, with one sample detected at 7,330 mg/kg (sample AST-01). Sample AST-01 was analyzed for VOC + 10 and found to be non-detect for all parameters. All TPH samples were found to be below the soil cleanup criteria of 10,000 mg/kg established by the NJDEP. Analytical results for all samples are summarized in Appendix A. Laboratory reports are included in Appendix B.

5.2 Waste Pile Adjacent to Building 14

This composite sample was analyzed for Full Toxic Characteristics Leaching Procedure (TCLP), Resource Conservation and Recovery Act (RCRA) Characteristics, Petroleum Hydrocarbon (TPH), and Polychlorinated Biphenyls (PCB). TCLP, RCRA, and TPH analysis were found to be either non detect or well below the Residential Soil Cleanup Criteria. Sample WP-01 exhibited elevated levels of Total PCBs; however, based on Waste Disposal Characterization Criteria, the PCB sample collected exhibited a concentration below the Waste Disposal Criteria of 50 mg/kg. Analytical results for all samples are summarized in Appendix A. Laboratory results are included in Appendix B.

5.3 Discolored Soil in the Southern Portion of the Site

Two areas of discolored soil were observed in the southern portion of the Site. One sample from each AEC was collected and analyzed for TPH and Polyaromatic Hydrocarbons (PAHs). The samples analyzed for TPH ranged from 171 mg/kg to 844 mg/kg. All TPH samples were found to be well below the soil cleanup criteria of 10,000 mg/kg established by the NJDEP.

The samples analyzed for PAHs ranged from 1.7 mg/kg to 46 mg/kg. These levels are in exceedence of the Residential Soil Cleanup Criteria. None of the samples exceeded the Impact to Groundwater Soil Cleanup Criteria. Analytical results for all samples are summarized in Appendix A. Laboratory results are included in Appendix B.

5.4 PCB/Transformer Information

Two pole-mounted transformers were located along the exterior of Buildings 15 and 18 at the Site. A PSE&G representative was contacted regarding the PCB content of these transformers. The representative stated that the transformers are mineral oil filled (Appendix C). The transformers are presumed under the regulations to be PCB-Contaminated (containing > 50 ppm and < 500 ppm) unless labeled Non-PCB or laboratory tested and found to contain less than 50 ppm PCB.

Due to the height of the transformers ICF Kaiser was unable to verify if the transformers were labeled Non-PCB. At the time of the Site visit the transformers appeared to be in good condition with no leaks or staining noted.

In summary, the analytical results indicate the following:

1. TPH concentrations ranged from 160 to 7,330 mg/kg, well below 10,000 mg/kg cleanup guideline concentration established by the NJDEP.
2. VOC sample results for AST-01 were reported to be non-detect for all parameters.
3. Of the five PAH samples collected, three PAH samples, DS-01, DS-02, and DS-02-DUP, were detected above the most stringent NJDEP Soil Cleanup level.
4. Based on Waste Disposal Characterization Criteria, all parameters for which the waste pile composite sample was analyzed for indicate that this soil may be disposed of in a facility designed to accept non-hazardous waste streams.

The analytical results indicate that the majority of the samples did not contain contaminants at levels which exceed the most stringent NJDEP Soil Cleanup levels.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following are ICF Kaiser's conclusions and recommendations:

- The four soil samples from the base of the 125,000-gallon AST were analyzed for TPH. None of the samples were detected above the most stringent NJDEP Soil Cleanup level. No further action is recommended for this area.
- One composite soil sample from the waste pile staged adjacent to Building 14 was collected. Based on Waste Disposal Characterization Criteria, all parameters for which the waste pile composite sample was analyzed for indicate that this soil may be disposed of in a facility designed to accept non-hazardous waste streams. The soil pile is staged upon a plastic liner and is partially covered. ICF Kaiser suggests again covering the soil pile with a plastic cover, and defer disposal of the soil until all sampling at the Site has been completed. At that time a disposal facility will be selected in accordance with the analytical results to ensure all soil is properly disposed offsite.
- Of the five PAH samples collected, three PAH samples, DS-01, DS-02, and DS-02-DUP, were detected above the most stringent NJDEP Soil Cleanup level. ICF Kaiser recommends further soil sampling in this area to delineate the horizontal and vertical extent of contamination.

- Background information regarding the two electrical transformers located along the exterior of Buildings 15 and 18 was researched. A PSE&G representative contacted stated that the transformers are mineral oil filled. At the time of the Site visit the transformers appeared to be in good condition, with no leaks or staining noted. No further action is recommended with respect to the transformers.

If you have any questions or comments, please do not hesitate to call me (908) 726 - 3741.

Sincerely,



Kristen Wolansky
Project Manager

APPENDIX A

Sample Parameter Petroleum Hydrocarbons (mg/kg)	AST-01	AST-02	AST-03	AST-04	DS-01	DS-02	DS-02-DUP	WP-01
	7,330	160	192	422	844	211	171	268

Sample Parameter: Volatile Organics (mg/kg)	AST-01 (ND/0.0013 mg/kg)	AST-01 DUP (ND/0.0012 mg/kg)
Chloromethane	ND	ND
Bromomethane	ND	ND
Vinyl Chloride	ND	ND
Chloroethane	ND	ND
Methylene Chloride	ND	ND
Trichlorofluoromethane	ND	ND
1,1-Dichloroethene	ND	ND
1,1-Dichloroethane	ND	ND
trans-1,2-Dichloroethene	ND	ND
cis-1,2-Dichloroethene	ND	ND
Chloroform	ND	ND
1,2-Dichloroethane	ND	ND
1,1,1-Trichloroethane	ND	ND
CarbonTetrachloride	ND	ND
Bromodichloromethane	ND	ND
1,2-Dichloropropane	ND	ND
cis-1,3-Dichloropropene	ND	ND
Trichloroethene	ND	ND
Dibromochloromethane	ND	ND
1,1,2-Trichloroethane	ND	ND
Benzene	ND	ND
trans-1,3-Dichloropropene	ND	ND
2-ChloroethylVinylEther	ND	ND
Bromoform	ND	ND
Tetrachloroethene	ND	ND
1,1,2,2-Tetrachloroethane	ND	ND
Toluene	ND	ND
Chlorobenzene	ND	ND
Ethylbenzene	ND	ND
Xylene(Total)	ND	ND
Total Estimated Conc. Voa TICs (s)	0.053	0

Sample Parameter: TCLP Volatile Organics (mg/l)	WP-01 (ND/0.001 mg/l)
Methyl Ethyl Ketone	ND/0.005 mg/l
Vinyl Chloride	ND/0.001 mg/l
1,1-Dichloroethene	ND/0.001 mg/l
Chloroform	ND/0.001 mg/l
1,2-Dichloroethane	ND/0.001 mg/l
Carbon Tetrachloride	ND/0.001 mg/l
Trichloroethene	ND/0.001 mg/l
Benzene	ND/0.001 mg/l
Tetrachloroethene	ND/0.001 mg/l
Chlorobenzene	ND/0.001 mg/l
Extractable Organics (mg/l)	(ND/0.040 mg/l)
o-Cresol	ND
m&p-Cresol	ND
2,4,6-Trichlorophenol	ND
2,4,5-Trichlorophenol	ND
Pentachlorophenol	ND
1,4-Dichlorobenzene	ND
Hexachloroethane	ND
Nitrobenzene	ND
Hexachlorobutadiene	ND
2,4-Dinitrotoluene	ND
Hexachlorobenzene	ND
Pyridine	ND
Organochlorine Herbicides (mg/l)	(ND/0.0080 mg/l)
2,4-D	ND
2,4,5-TP (Silvex)	ND
2,4,5-T	ND
Organochlorine Pesticides (mg/l)	
gamma-BHC (Lindane)	ND/0.0010 mg/l
Chlordane	ND/0.010 mg/l
Endrin	ND/0.0010 mg/l
Heptachlor	ND/0.0010 mg/l
Heptachlor epoxide	ND/0.0010 mg/l
Methoxychlor	ND/0.0010 mg/l
Toxaphene	ND/0.010 mg/l
Organochlorine PCBs (mg/kg)	ND/7.5 mg/kg
Aroclor-1016	ND
Aroclor-1221	ND
Aroclor-1232	ND
Aroclor-1242	ND
Aroclor-1248	ND
Aroclor-1254	41
Aroclor-1260	ND

TCLP Metals Analysis (mg/l)	
Arsenic	ND/0.20 mg/l
Barium	0.57
Cadmium	ND/0.0033 mg/l
Chromium	ND/0.0070 mg/l
Lead	ND/0.046 mg/l
Mercury	ND/0.00010 mg/l
Selenium	ND/0.15 mg/l
Silver	ND/0.0060 mg/l

Sample Parameter: RCRA Characteristics	WP-01
Corrosivity (pH)	6.24
Ignitability (Flashpoint Units: deg F)	>160
Reactive Cyanide	ND
Reactive Sulfide	ND

Sample Parameter: Polycyclic Aromatic Hydrocarbons (mg/kg)	DS-01	DS-02	DS-02-DUP
Fluorene	0.27	3.2	2.6
Naphthalene	0.38	1.0	0.96
Acenaphthylene	0.12	0.26	0.14J
Acenaphthene	0.39	4.2	3.6
Phenanthrene	2.9	25	23
Anthracene	0.66	6.5	5
Fluoranthene	4.9	35	36
Pyrene	4.8	35	30
Benzo(a)anthracene	3.1	23	21
Chrysene	3.8	27	26
Benzo(b)fluoranthene	7.2	46	40
Benzo(k)fluoranthene	2.8	17	15
Benzo(a)pyrene	4.8	34	34
Indeno(1,2,3-cd)pyrene	1.7	13	21
Dibenz(a,h)anthracene	0.4	0.42	5.3
Benzo(g,h,i)perylene	1.4	10	19

KEY

ND/Number - The compound was not detected at the indicated concentration.

J - Mass spectral data indicates the presence of a compound that meets the identification criteria. The result is less than the specified quantitation limit but greater than zero.

**APPENDIX B
(PRESENTED UNDER SEPARATE COVER)**

APPENDIX C



Public Service Electric and Gas Company 472 Weston Canal Road, Somerset, New Jersey 08873

July 30, 1996

ICF Kaiser Engineers, Inc.
485C Route 1 South, Suite 200
Iselin, New Jersey 08830

Dear Paul K. Mahon

This letter is in response to your inquiry concerning the Public Service Electric and Gas Company (PSE&G) electrical transformers at:

Hamilton Boulevard
Industrial Complex
South Plainfield, New Jersey
Company #16490 and #13146

With regard to our equipment in service at the aforementioned location, PSE&G is in compliance with applicable federal and state regulations including, but not limited to, United States Environmental Protection Agency regulations codified at 40 CFR 761 and New Jersey Department of Environmental Protection regulations.

At the present time, the PSE&G transformer(s) at the above location is mineral oil filled, and presumed under the regulations to be PCB-Contaminated (that is containing 50 parts per million [ppm] or greater PCB, but less than 500 ppm) unless labeled *Non-PCB* (as certified by the equipment manufacturer) or laboratory tested and found to contain less than 50 ppm PCB.

Under the present regulations, neither a transformer inspection program nor a specific test of the fluid is required. If you require a fluid test or need to sample within a secured location housing electrical equipment, **an electrical shutdown is absolutely necessary**, and all expenses incurred by PSE&G will be borne by the party requesting the testing.

In the interest of public safety, no person is permitted to enter a secured area containing electrical equipment without prior notification to PSE&G and without PSE&G personnel being present to ensure that the area is safe to enter.

Financial arrangements concerning the expense of obtaining any additional information, or to arrange for an electrical shutdown, must first be completed with PSE&G's Marketing Department. Their number is 1-800-782-0067. The costs would initially be estimated but overall charges would be based upon actual cost, to PSE&G, of any additional work completed.

If you should have any questions or require further assistance regarding this matter, please contact Lester Bennett at (908) 764-3005.

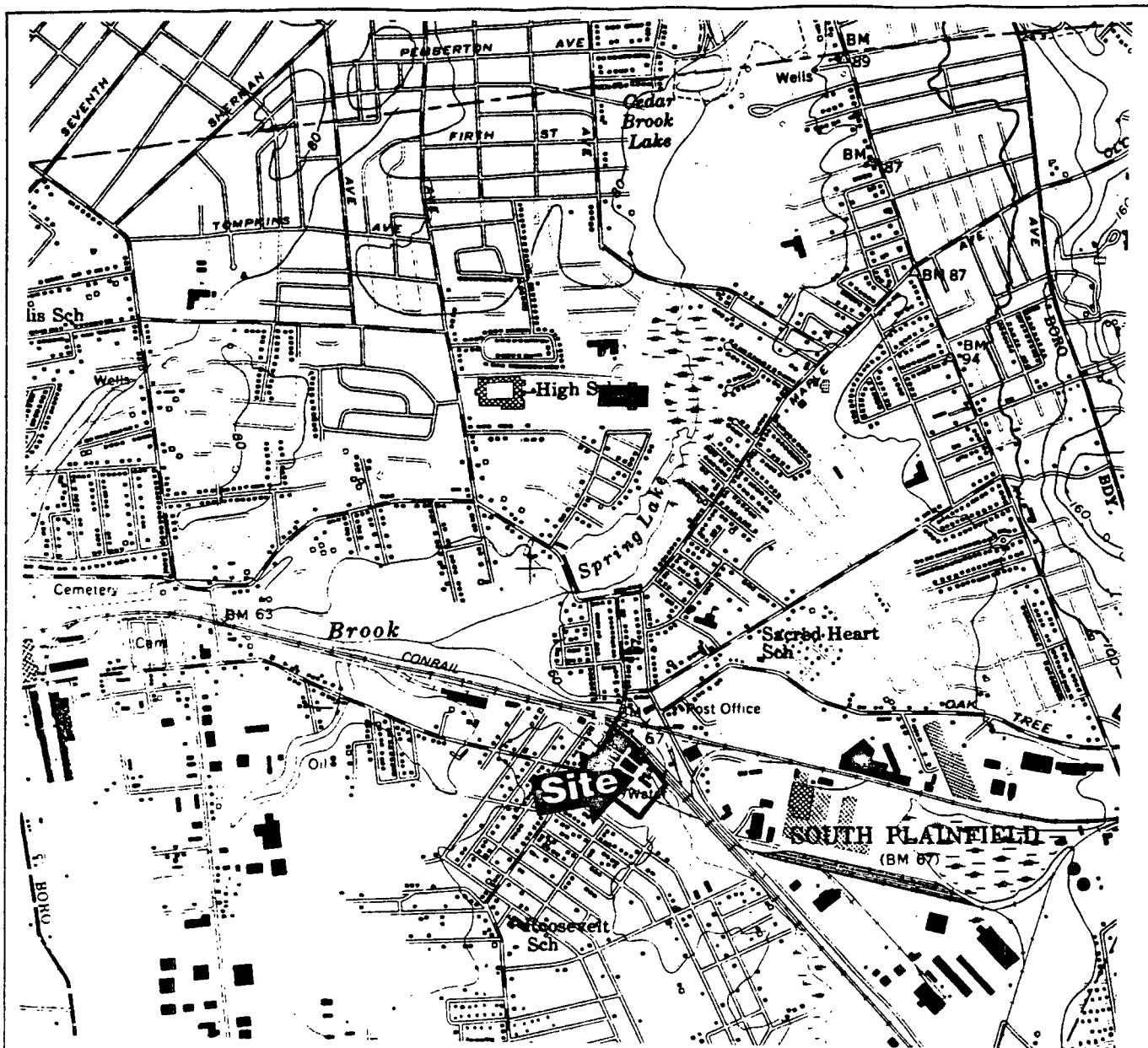
Very truly yours,

A handwritten signature in black ink, appearing to read "Lester Bennett", with a stylized flourish at the end.

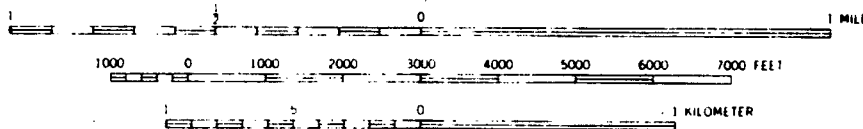
Lester Bennett CHMM
Environmental Coordinator

LBB:maj

FIGURE 1



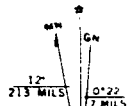
SCALE 1 24000



CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

PLAINFIELD, N. J.
N4030-W7422.5/7.5

1955
PHOTOREVISED 1981
DMA 8185 III SW-SERIES Y822



UTM GRID AND 1981 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



QUADRANGLE LOCATION

NORPAK CORPORATION
USGS MAP

ICF KAISER ENGINEERS
Iselin, New Jersey

FIGURE 2

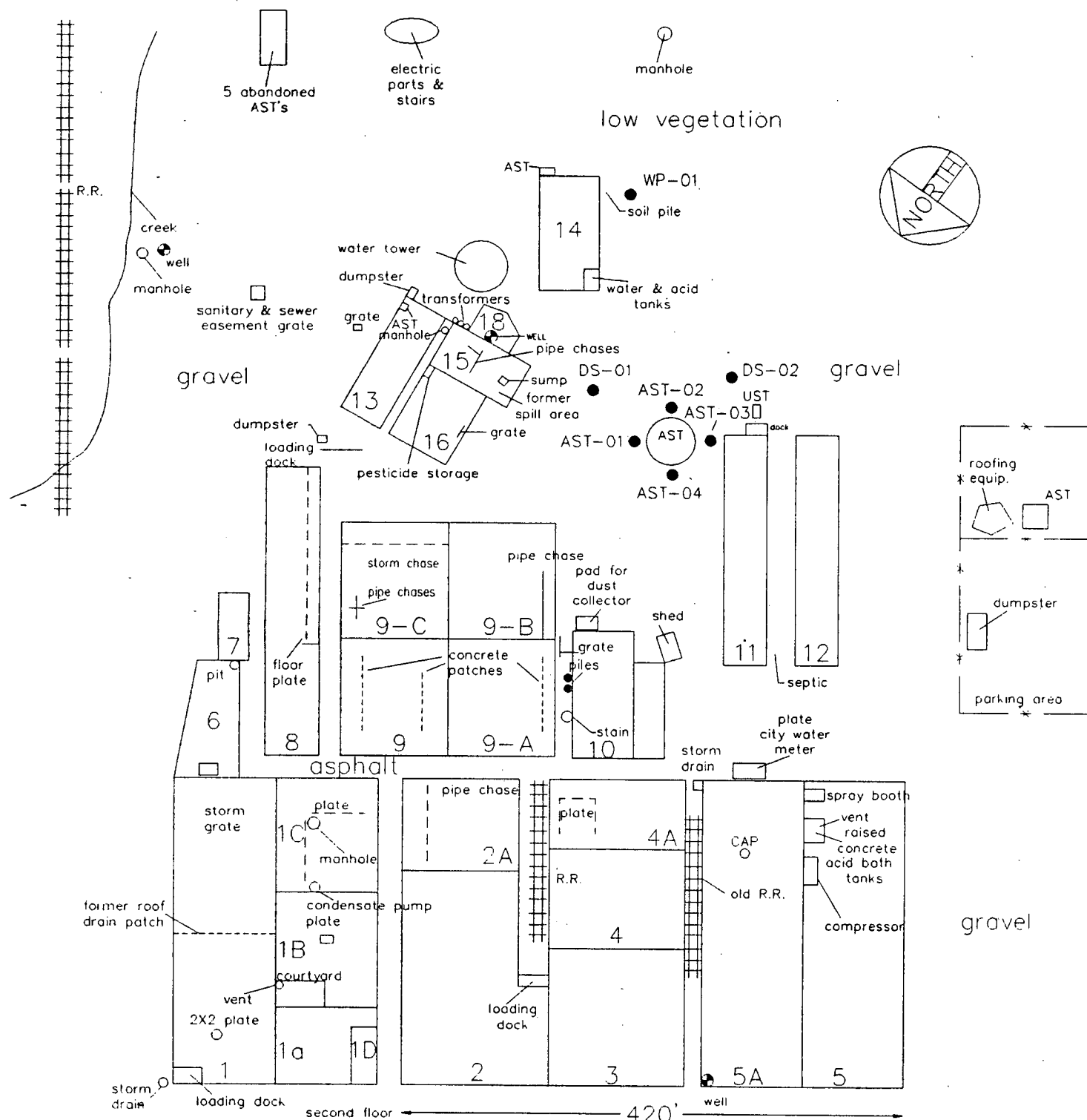


FIGURE 2

DRAWING CONFIDENTIAL: THIS DRAWING AND ALL INFORMATION CONTAINED THEREON WAS PREPARED BY ICF KASER ENGINEERS, INC. ON BEHALF OF NORPAK CORPORATION AND SHALL REMAIN THE PROPERTY OF NORPAK CORPORATION. THIS INFORMATION SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE FULL KNOWLEDGE AND PRIOR WRITTEN CONSENT OF NORPAK CORPORATION.

NORPAK CORPORATION
SITE PLAN



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

CHRISTINE TODD WHITMAN
Governor

ROBERT C. SHINN, JR.
Commissioner

IN THE MATTER OF
NORPAK INDUSTRIAL CENTER

:
:
:

MEMORANDUM
OF
AGREEMENT

This Memorandum of Agreement is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy (hereinafter "the Department" or "NJDEPE") by N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10B et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Assistant Director, Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The property that is the subject of this Memorandum of Agreement is owned by DSC of Newark Enterprises, Inc., and is located at 1355 West Front Street, and is designated as Block 210, Lot 2 on the tax map of the City of Plainfield, Union, New Jersey (hereinafter the "Site"). The Site encompasses approximately 14 acres and is bounded generally by West Front Street, Clinton Avenue and Rock Avenue.

2. DSC of Newark Enterprises, Inc. (hereinafter "DSC"), incorporated in the State of Delaware, with principal offices at 70 Blanchard Street, Newark, New Jersey is the party executing this Memorandum of Agreement.

3. The intent of this Memorandum of Agreement is to allow DSC to request amnesty pursuant to N.J.S.A. 13:1K-11.10 and to remediate the industrial establishment as required pursuant to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq.

4. By entering into this Memorandum of Agreement, DSC does not admit to any fact, fault or liability under any statute or regulation for conditions which existed before, during, or after DSC's execution of this Memorandum of Agreement nor shall it be construed as a waiver of any right or defense DSC may have with regard to the Site.

5. On June 3, 1994, DSC notified the Department of the cessation of operations of certain industrial establishments at the Site. These industrial establishments, and the dates on which they ceased are listed in Attachment A.

6. Since DSC has notified the Department of the cessations of operations of the industrial establishments listed in Attachment A and has entered into a Memorandum of Agreement to remediate the industrial establishment, the Department believes that DSC meets the conditions for amnesty pursuant to N.J.S.A. 13:1K-11.10.

7. The Department received DSC's request for amnesty as referenced above, on or before June 16, 1994. DSC shall execute and return this Memorandum of Agreement to the Department within fifteen (15) days after DSC's receipt of this Memorandum of Agreement and submit the General Information Notice as referenced in Paragraph 18 below in order to satisfy the conditions for amnesty pursuant to N.J.S.A. 13:1K-11.10.

8. If DSC fails to remediate the industrial establishment and any discharges in accordance with this Memorandum of Agreement, DSC shall be subject to all penalties for violations that occurred before the effective date of N.J.S.A. 58:10B-15, June 16, 1993, as well as subsequent violations.

9. On June 3, 1994, DSC notified the Department of certain discharges at the Site pursuant to N.J.A.C. 7:1E-5.

10. Prior to the execution of this Memorandum of Agreement:

- a. The Department has not directed DSC, pursuant to the Spill Compensation and Control Act, to remove or arrange for the removal of the discharges referenced in the preceding paragraph;
- b. The Department has not initiated an enforcement action against DSC pursuant to N.J.S.A. 58:10-23.11u for the illegal discharges referenced in the preceding paragraph;
- c. The discharges referenced in the preceding paragraph were not permitted discharges pursuant to N.J.A.C. 7:14A;
- d. DSC has not previously entered into an Administrative Consent Order to cleanup and remove the discharges referenced in the preceding paragraph; and
- e. A court has not ordered DSC to cleanup and remove the discharges referenced in the preceding paragraph.

11. Based on the previous two (2) findings, the Department believes that DSC meets that conditions for amnesty pursuant to N.J.S.A. 58:10B-15.

12. If DSC fails to remediate the discharges in accordance with this Memorandum of Agreement, Norpak shall be subject to all penalties for violations that occurred prior to the effective date of N.J.S.A. 58:10B-15, June 16, 1993 as well as subsequent violations.

AGREEMENT

I. Remediation

13. DSC agrees to submit the following documents and the Department agrees to review and comment on documents submitted.

- a. Preliminary Assessment Report
- b. Site Investigation Report
- c. Remedial Investigation Report
- d. Remedial Action Report

14. Within thirty (30) calendar days after the Department's receipt of any submission pursuant to this Memorandum of Agreement, the Department will inform DSC in writing of any administrative deficiencies in the submission, pursuant to N.J.A.C. 7:26E, that will prevent the Department from conducting its review. When the Department determines that the submission is administratively complete, the Department will notify DSC in writing of the timeframe required for the Department to complete the review. This review will include a determination by the Department whether or not all remedial activities have been carried out consistent with applicable rules, standards, and guidelines.

15. Within seven (7) calendar days after the effective date of this Memorandum of Agreement, DSC will submit to the Department: a) the name, address and telephone number of the individual who will be the contact for DSC regarding technical matters concerning this Memorandum of Agreement and b) the name and address of the designated agent for DSC for the purpose of service for all matters concerning this Memorandum of Agreement.

16. DSC may terminate this Memorandum of Agreement if DSC determines that it is no longer feasible or desirable to continue with this Memorandum of Agreement, when DSC:

- a. Submits full payment to the Department for any Department oversight costs the Department incurred pursuant to this Memorandum of Agreement;
- b. Notifies the Department in writing of its intentions to terminate this Memorandum of Agreement;
- c. Submits all data generated pursuant to this Memorandum of Agreement; and
- d. Ensures that no environmental hazards exist at the Site as a result of DSC's actions pursuant to this Memorandum of Agreement.
- e. The Department will cease review of any submittals under this Memorandum of Agreement on the date it receives the notice of intent to terminate described in Paragraph 16b above; and no oversight costs will accrue after the Department has determined that the signatory is in full compliance with Paragraph 16. The Department will then prepare a summary of its costs and provide it to DSC. The date of termination of this agreement is the date of the Department's receipt of both the full unconditioned payment of all of the Department's oversight costs and all data required by Paragraph 16c. above.

II. Project Coordination

17. Unless otherwise directed by the Department, DSC shall submit two (2) copies of all documents required by this Memorandum of Agreement to the person identified below, who shall be the Department's contact for DSC for all matters concerning this Memorandum of Agreement.

New Jersey Department of Environmental Protection and Energy
Division of Responsible Party Site Remediation
401 East State Street, 5th floor
CN028
Trenton, NJ 08625-0028

Attention: Joshua Gradwohl

III. Financial Obligations

18. Upon receipt of a summary of the Department's costs incurred in connection with its oversight functions of this Memorandum of Agreement, DSC shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" with NJDEPE Form 062A for the full amount of the Department's oversight costs. DSC cannot be released from its obligations under this Memorandum of Agreement, until all oversight costs, for work performed by the Department, are paid.

19. Beginning three hundred sixty-five (365) calendar days after the effective date of this Memorandum of Agreement, and annually thereafter on that same calendar day, Norpak shall submit to the Department a detailed summary of all monies spent to date pursuant to this Memorandum of Agreement, the estimated cost of all future expenditures associated with this Memorandum of Agreement (including any operation and maintenance costs), and the reason for any changes from the previous cost review DSC submitted.

IV. Reservation of Rights

20. The Department reserves the right to unilaterally terminate this Memorandum of Agreement in the event that DSC violates any terms or fails to meet the obligations of this Memorandum of Agreement or in the event that the Site becomes a high priority for the Department.

21. Nothing herein, including any document the Department issues as agreed to above, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed before, during or after the Department's execution of this Memorandum of Agreement.

V. General Conditions

22. Within five (5) calendar days after the effective date of this Memorandum of Agreement, DSC will submit a General Information Notification to the Department for each closure of operations or transfer of ownership or operations of an industrial establishment as referenced in Attachment A.

23. DSC shall, in addition to any other obligation required by law, notify the Department contact immediately upon knowledge of any condition posing an immediate threat to human health and/or the environment.

24. DSC shall perform all work conducted pursuant to this Memorandum of Agreement in accordance with N.J.A.C. 7:26E and prevailing professional standards then prevailing.

25. DSC shall conform all actions required by this Memorandum of Agreement with all applicable federal, State and local laws and regulations.

26. Nothing in this Memorandum of Agreement shall be deemed to impose on DSC any additional liabilities or obligations, other than those specifically stated herein. Nothing shall relieve DSC from complying with all other applicable laws and regulations.

27. DSC shall preserve all potential evidentiary documentation found at the Site, which may provide a nexus between the contaminated site and any responsible party or lead to the discovery of other areas of concern including without limitation, documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could lead to the establishment of the identity of any person which generated, treated, transported, stored or disposed of contaminants at the Site, until written approval is received from the Department to do otherwise.

28. Upon receipt of a written request from the Department, DSC shall submit to the Department all data and information concerning contamination at the Site, including technical records and contractual documents, and raw sampling and monitoring data, whether or not such data and information was developed pursuant to this Memorandum of Agreement. If DSC believes any such data or information is protected by a privilege it will retain the data and information and notify the Department of the nature of the document and the privilege claimed. DSC may request that the Department keep confidential information contained in a submission to the Department pursuant to N.J.A.C. 7:14A-11.

29. The Department will issue a no further action statement when the Department has determined that the signatory has conducted the agreed upon remedial activities pursuant to this Memorandum of Agreement and the remedial activities are in accordance with all Department requirements.

30. This Memorandum of Agreement shall be governed and interpreted under the laws of the State of New Jersey.

31. This Memorandum of Agreement shall be binding, jointly and severally, on each party, its successors and assignees subject to the right of termination above. No change in the ownership or corporate or business status of any party, or of the facility or Site shall alter any signatories's responsibilities under this Memorandum of Agreement.

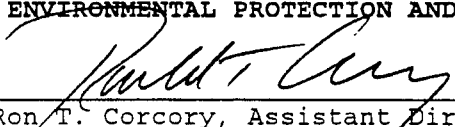
32. This Memorandum of Agreement shall become effective upon execution hereof by all parties.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

Date:

7/14/94

BY:

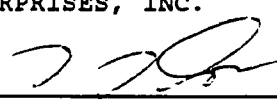

Ron T. Corcory, Assistant Director
Responsible Party Cleanup Element

DSC OF NEWARK ENTERPRISES, INC.

Date:

7/8/94

BY:


Signature

Anthony A. Coraci
Print Full Name Signed Above

President
Title

ATTACHMENT A

TENANT

DATE OF CESSATION

PRIDE PRODUCTS, INC.	12/86
BEE POLYMERS, INC.	12/84
HARRIS CORPORATION	2/92
LAVICO MCF. INT., INC.	4/86
POLYWORLD, INC.	6/84
R&E HOLDING CO., INC.	2/86
CARDWELL INDUSTRIES	1/84
WHITNEY PRODUCTS	6/84



State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.
Commissioner

JAN 10 1995

LARA CORACI
DSC OF NEWARK ENTERPRISES INC
70 BLANCHARD STREET
NEWARK NJ 07105

Re: See Attachment A

This is to advise you, as authorized agent, of the status of the General Information Notice (GIN) and the Preliminary Assessment (PA) submitted under the provisions of the Industrial Site Recovery Act (N.J.S.A 13:1K-6 et seq.) Based upon our review of the most recent information provided, the status of the submissions are:

General Information Notice (GIN)	complete as of 01/10/95
Preliminary Assessment (PA)	not received as of 01/10/95

Please contact me at (609) 633-7141 if you have any questions concerning this case.

Sincerely,

Arthur Trenham
Bureau of Field Operations

Attachment

ATTACHMENT A

Atlantic Dist.	ISRA Case # 94476
John Claussen & Co.	ISRA Case # 94475
National Fabrication	ISRA Case # 94474
B & H Metal Products	ISRA Case # 94473
Impact Exhibits Inc	ISRA Case # 94456 ✓